

EXHIBIT A

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

If you and the Company enter into an independent contractor relationship, then this Independent Contractor Services Agreement (the "Agreement") will apply. This Agreement describes the terms and conditions under which you will be staffed to provide certain professional services to the Company's customers ("Customers"). The work you are to perform is generally defined in the applicable Job Assignment and will be effective the first day you accept it (the "Effective Date").

This website (the "Site") is Company's online portal connecting you with the Customer and with the Company. You will only have access to the Site during the term of this Agreement (as described below).

Please read this Agreement carefully. We may modify this Agreement by (a) posting a revised Agreement on the Site and (b) providing notice to you that this Agreement has changed via e-mail. You are responsible for reviewing and becoming familiar with any modifications to this Agreement. The modified version of this Agreement will become effective thirty (30) days after we have posted the modified Agreement and provided you notification of the modifications. Your use of this Site and/or continued providing of Services following that period constitutes your acceptance of the terms and conditions of this Agreement, as modified. If you do not agree with the modifications, you are not authorized to use our Site or to continue providing the Services.

1. SCOPE OF SERVICES

1.1 You agree to provide the professional services ("Services") as described by the "Job Assignment" through the Marketplace or as provided by your hiring manager. Each Job Assignment will describe the specific Services authorized by the Customer, the term, and the applicable services fees. All items prepared or required to be delivered by you under any Job Assignment or provided to the Customer are collectively referred to as "Deliverables."

1.2 You understand that acceptance of this Agreement does not bind or obligate our Company to engage you. No work or services fees are authorized by our Company unless a Job Assignment is generated by Customer and accepted by both, our Company and you.

1.3 You are free to provide the Services from any location at any time (provided that deadlines are met) and are not obligated to perform Services at our offices or any other location (except as may be requested by the Customer from time to time). Generally, we will not provide any training to you. It is understood from you that you are domain expert who provides management consulting services and you will have multiple clients in addition to our Customers and our Customers will not be your sole source of revenue. However, you agree not to enter into a contract or accept an obligation that is inconsistent or incompatible with your agreed obligations under this Agreement.

2. TERMS AND TERMINATION

2.1 This Agreement commences on the Effective Date and will remain in effect until terminated. This Agreement may be terminated by our Company on written notice at any time provided no Job Assignment is in effect. For clarity, if no Job Assignment is in effect, then you will be performing no Services and thus, you will not be generating any fees.

2.2 Each Job Assignment commences on the effective date described in the applicable Job Assignment and will remain in effect until (i) the expiration date described in the Job Assignment, (ii) the work authorized there under is completed, as determined solely by the Customer, or (iii) is earlier terminated. Unless otherwise stated in the Job Assignment, any Job Assignment may be terminated prior to completion by our Company or the Customer without cause at any time upon written notice. Upon completion, termination, or expiration of a Job Assignment, you will deliver to the Customer all

copies of all Deliverables in their then current form or state, whether complete or incomplete. You will be paid for all accepted Services performed prior to any such termination.

2.3 If either party breaches or defaults on any of the material provisions of this Agreement or of any Job Assignment, in addition to all other rights and remedies at law, equity or otherwise, the injured party will have the right to terminate this Agreement and any Job Assignments immediately without any liability.

3. FEES AND PAYMENT

3.1 If a timesheet is required in the Job Assignment, you will ensure that you complete a timesheet for each day you provide the Services and submit the same to us. Sometimes we may require that an invoice accompany each timesheet. Payments will be scheduled in the frequency indicated in the Job Assignment. You acknowledge that we may designate a third- party to process any payments to you under this Agreement.

3.2 The services fees required to be paid to you do not include any amount for taxes or levy. Our Company will NOT reimburse you for any taxes or levies (be it, sales, VAT, excise, or any other tax) which you are required to collect or remit to applicable tax authorities. You are solely responsible for all such taxes.

3.3 Your cost of doing business must be included in the services fee set forth in the Job Assignment. From time to time, the Customer may agree to reimburse you for specific expenses (e.g. travel) that are authorized in writing by the Customer and incurred in performance of a given Job Assignment. You must report all expenses in a line item format, with each separate expense as a line item, on the same invoice that reflects the specific Services you were providing when the expense was incurred. Reimbursement of such expenses will be subject to our Customer's then current expense reimbursement policy and you will provide invoices, receipts and other supporting documentation in writing, as our Company shall request for such expenses. Under no circumstances will reimbursement include travel expenses incurred by you for travel to and from our Customer offices or for H1-B visas, unless specifically authorized in writing by our Company or Customer.

4. CONFIDENTIALITY

4.1 You agree to keep confidential all Deliverables and all technical, product, business, financial, and other information regarding the business and software programs of our Company, its Affiliates, customers, employees, investors, contractors, vendors and suppliers (the "Confidential Information"), including but not limited to programming techniques and methods, research and development, computer programs, documentation, marketing plans, customer identity, and business methods. Confidential Information includes all information and materials disclosed orally or in any other form, regarding the Site, our Company's or its Customers' software products or software product development including, but not limited to, the configuration techniques, data classification techniques, user interface, applications programming interfaces, data modeling and management techniques, data structures, and other information of or relating to our Company's or its Customer's software products or derived from testing or other use. For clarity, source code is Confidential Information subject to the requirements of this Agreement.

4.2 You agree to protect and safeguard the Confidential Information at all times and not to disclose, give, transmit or otherwise convey any Confidential Information, in whole or in part, to any other party. You agree that the Customers are third party beneficiaries to all confidentiality-related obligations in this Agreement and have the right to enforce the relevant provisions.

4.3 You agree that you will not use any Confidential Information for your own purpose or for the benefit of any third party and will honor the copyrights and other intellectual property rights of our Company and will not copy, duplicate, or in any manner reproduce any such copyrighted materials.

4.4 Upon request of our Company or upon termination of this Agreement, you will promptly deliver to our Company any and all documents, notes, or other physical embodiments of or reflecting the Confidential Information (including copies) that are in your possession or control. 4.5 Nothing in this Agreement will be construed as conveying to you any right, title or interests or copyright in or to any Confidential Information of our Company or the Customer; or to convey any license as to use, sell, exploit, copy or further develop any such Confidential Information.

4.6 The provisions of this Section will survive termination or expiration of this Agreement or any Job Assignment. Our Company and the Customer has the right to take such action it deems necessary to protect its rights hereunder, including, without limitation, injunctive relief and any other remedies as may be available at law or equity.

4.7 Any Non-Disclosure or Proprietary Information Agreement between you and us will remain effective, provided that its duration will be extended coterminous with this Agreement. Except that trade secrets will remain confidential for as long as such information constitutes a trade secret under applicable law. If there is a conflict between the confidentiality obligations of this Agreement and any Non-Disclosure or Proprietary Information Agreement, the most restrictive obligation will prevail.

5. OWNERSHIP

5.1 Our Customer will own all right, title and interest (including patent rights, copyrights, trade secret rights, trademark rights, sui generis database rights and all other rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, designations, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by you in connection with the Services or any Confidential Information either before or after the Effective Date (collectively, "Inventions") created for or provided to such Customer and you will promptly disclose and provide all Inventions to such Customer. All inventions are "works made for hire" to the extent allowed by law. You waive any and all moral rights in the Inventions and Deliverables.

5.2 In the event any Inventions are not deemed "works made for hire," you irrevocably grant, assign and transfer all right, title and interest of any kind in the Inventions to the Customer. You will further assist the Customer to evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights assigned. You irrevocably designate and appoint the Customer and its agents as attorneys-in-fact to act for and on your behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by you. If any such assistance by you takes place following expiration or termination of this Agreement, you will be paid a reasonable hourly fee (and preapproved out of pocket costs) for such assistance.

5.3 If any part of the Services or Inventions is based on, incorporates, or is an improvement or derivative of, or cannot be reasonably and fully made, used, reproduced, distributed and otherwise exploited without using or violating technology or intellectual property rights owned or licensed by you and not assigned hereunder, You grant the Customer and its successors a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable right and license to make, use, sell, sublicense, reproduce, distribute, perform, display, prepare derivative works from and otherwise exploit all such technology and intellectual property rights as if it were the full owner.

You agree that the rights and obligations contained in this Section (i) will be perpetual and not be deemed for a fixed period of time; (ii) will be granted worldwide and not be limited to the territory of origin; and (iii) will not lapse or revert to you because of lack of use for any length of time.

6. YOUR OBLIGATIONS

6.1 You represent that any information you provide to our Company or Customers in connection with your application is true and complete without omissions. Any falsification may result in refusal to hire or immediate contract termination. You agree that falsified statements of material fact or omissions on your application, upon which we rely in extending an offer to provide Services for our Company or Customers, may be grounds to revoke any such offer or may be considered sufficient cause for future contract termination. We make every effort to keep your information up-to-date, but it is your responsibility to provide our Company and Customers with current, complete, and accurate information. **You must notify us immediately of any change in your eligibility to work or continue to work for our Company or Customers. If you move, YOU MUST TELL US YOUR NEW ADDRESS IMMEDIATELY, email HumanResources@Crossover.com to let us know.. Failure to do so may result in payment processing delays, suspension or termination of your contract, or denial of payment as we may not be able to process your payment in the new jurisdiction.**

6.2 To the extent you have access to or use our Company facilities or Customer facilities, hardware, software, network devices, network services, associated components, e-mail accounts or data owned or managed by our Company, Affiliates, or Customers, you agree to comply at all times with the applicable rules and regulations regarding safety, security, use, and conduct as reasonable requested by our Company, Affiliates or Customers.

6.3 You must provide your own hardware (including computer(s)), software, telephone, mobile phone, and other equipment necessary to provide the Services. You acknowledge that any expenses related to your equipment are (i) part of your cost of doing business and (ii) already included in the services fee set forth in the applicable Job Assignment. For clarity, neither the Customer nor the Company will reimburse you for any cost associated with your equipment.

6.4 If our Company or a Customer provides any computer(s), hardware, software, telephone, or other tools (collectively the "Loaned Equipment"), the same will continue to be our property and you will use the Company Equipment exclusively to provide the services under this Agreement and in accordance with the applicable internal policies. Unless otherwise agreed upon in writing, you must return the Loaned Equipment at the end of the applicable Job Assignment or earlier, if requested by our Company or the Customer. You agree that our Company may withhold any final payment until you have returned all the Loaned Equipment or Confidential Information in your possession.

6.5 You will maintain complete and accurate records of the Services performed so as to properly verify that you have completed the Deliverables. Upon request by our Company or the Customer, you will provide our Company or the Customer with copies of the foregoing records and a status report in such detail as our Company reasonably requires.

6.6 You will comply with all laws governing or relating to the privacy and security of personal information. You will take all steps required to ensure that our Company complies with our obligations to protect any personal information and will cooperate agree to fully cooperate with us and implement any data security tools or procedures that we may request.

6.7 If shared by a Customer, you agree to comply with the Customer's internal policies and procedures, codes of conduct, and written guidelines.

6.8 You agree and understand that our Company will process your personal information as described in the Company Privacy Policy <https://www.crossover.com/privacy-policy/>. In addition, you agree that our Customers will process your personal information in accordance with their Privacy Policies. You should consult the relevant Privacy Policies on our Customers' websites to find out more about their privacy practices and your related choices.

7. WARRANTIES

7.1 You represent and warrant that the Services will be performed in a workmanlike and professional manner.

7.2 You represent and warrant that all Deliverables are your original work product and are not be based on, or derived from, the proprietary information or items of a third party and that none of the Deliverables will infringe, misappropriate or violate any copyrights, patents, trade secrets, or other proprietary rights of any person or entity (including, without limitation, our Company). If your work requires a license, you warrant that you have obtained that license and the license is in full force and effect. You further warrant that, unless first authorized in writing by Customer, the Deliverables will not be based on, or derived from, or linked to, any third party code or open source code.

7.3 You represent and warrant that you will comply with all the terms and conditions of our Company's then-current Independent Contractor Code of Conduct. If you perform any work that relates to our Company's US federal government accounts, you will comply with the following Federal Acquisition Regulations during the term of this Agreement: FAR 52.219- 8, 52.222-26, 52.222-35, 52.222-36 and 52.247-64.

7.4 You represent and warrant that the Deliverables do not contain any malicious code, program or other internal component (e.g. computer virus, computer worm, computer time bomb or similar component), (i) which could damage, destroy or alter our Company's or the Customer's proprietary software or hardware; (ii) which could reveal, damage, destroy or alter any data or other information accessed through or processed by the Deliverables in any manner; or (iii) which provide you with access to the Deliverables without our Company's or the Customer's permission including, but not limited to back doors or universal passwords.

7.5 You represent and warrant that you will comply at all times with all applicable U.S. and non-U.S. anti-bribery, anti-boycott, trade embargo and export control laws, rules and regulations. You further represent and warrant that you are not (i) a citizen of, or located or resident in, a country/territory subject to comprehensive U.S. trade sanctions (including, without limitation, Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine); or (ii) identified on, or employed or associated with a person or entity identified on, any of the restricted party lists maintained by the U.S. Government, including the U.S. Department of Treasury's Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, or Sectoral Sanctions Identifications List, or the U.S. Department of Commerce's Denied Persons List, Unverified List, or Entity List (collectively, the "Prohibited Party Lists").

7.6 You shall comply with all U.S. and international laws governing or relating to privacy, data security and the handling of Customer information and data security breaches. You that you have in place appropriate security and screening procedures to ensure compliance with such laws, rules and regulations and shall apply those procedures in connection with the Services to be performed under this Agreement. Upon and subject to Customer's request, you shall take all commercially reasonable steps required to ensure that Customer complies with its obligations as a data controller in accordance with applicable data protection laws. If any country where Services are to be rendered hereunder has or enacts a data protection-related law that requires the execution of a data processing agreement,

then you shall execute, such data processing agreement promptly on such terms and conditions as required by the Customer.

7.7 You warrant that you will comply with all Customer Agreements (defined below).

7.8 COMPANY'S SITE AND ITS ACTIVITIES HEREUNDER TO CONNECT YOU WITH A CUSTOMER IS PROVIDED ON AN "AS IS" BASIS, AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH ACTIVITIES ARE HEREBY DISCLAIMED.

8. INDEMNIFICATION

8.1 You will, at your expense, (a) defend or settle any claim, suit or proceeding that is instituted by a third party against the Customer, our Company or its Affiliates, and their respective directors, officers, employees, subcontractors or agents, to the extent such claim, suit or proceeding arises out of (i) you failing to satisfy the applicable tax authorities guidelines for an independent contractor or non-compliance with other applicable laws, (ii) your breach of any warranty set forth in this Agreement or failure to comply with a Customer Agreement (as defined below), (iii) your negligence, omissions or willful misconduct; (iv) any breach by you of a Customer Agreement (as defined below) and (v) any claim by a third party (including a Customer) against our Company or a third party against a Customer alleging that all or a portion of the Services, the results of such Services (including the Deliverables, Inventions, and/or any of your materials and/or technology) provided by you to our a Customer under this Agreement (1) knowingly infringe a third party patent, or (2) infringe or violate a copyright or trademark of a third party or that you misappropriated any trade secrets in the development thereof, whether such are provided alone or in combination with other products, software or processes; and (b) pay all damages finally awarded against our Company or the Customer or agreed upon in settlement by you (including other reasonable costs incurred by our Company and the Customer such as reasonable attorney's fees, in connection with enforcing this Indemnity). You will not agree to any settlement of any such suit or claim if such settlement would involve any payment by our Company or Customer or any loss of rights or property by our Company or Customer, without our such party's prior written approval.

8.2 Our Company or the Customer will, at its expense, (a) defend or settle any claim, suit or proceeding that is instituted by a third party against you (the "Claim") to the extent such Claim arises out of any claim by a third party against you alleging that certain technology, designs or materials provided by the Customer to you under this Agreement, infringe a third party patent, copyright, trademark or trade secret and (b) pay all damages finally awarded therein against you or agreed upon in settlement by our Company or the Customer. The foregoing indemnity does not apply to technology, designs or materials that were created or modified by you. Company and the Customer will have no liability under this Section unless: (a) you notify the Company and the Customer in writing immediately after you become aware of a Claim or the possibility thereof; (b) our Company or, if so instructed to you by Company, the Customer has sole control of the settlement, compromise, negotiation, and defense of the Claim; and (c) you cooperate, in good faith, in the defense of the Claim.

9. INDEPENDENT CONTRACTOR RELATIONSHIP

9.1 Our Company is interested only in assisting to connect you with Customers. The results of the Services delivered by you; the manner and means of achieving the results are subject to your sole control. With respect to one another, and with respect to the Services provided to the Customers, the parties are independent contractors for all purposes. There is no relationship of agency, partnership, joint venture, employment or franchise between the parties or between you and the Company or between you and the Customer. You have no authority to bind our Company or the Customer, or to incur any obligations on our or their behalf. Except as otherwise outlined in this Agreement, you are

responsible for all costs and expenses incident to completing the Services and must provide your own supplies and equipment. You acknowledge and agree that you are not entitled to any employee benefits of our Company, or the Customer company, including without limitation, group health insurance, workers' compensation insurance, unemployment compensation, disability, liability, or any other type of insurance. Further, You hereby agree to indemnify and hold harmless our Company, our respective directors, officers, employees, subcontractors or agents, as well as any Customer from any claim, suit or proceeding by anyone (including yourself) stemming from your breach of this Section 9.1.

9.2 If applicable law requires our Company to withhold any income taxes levied by the United States, or other applicable jurisdiction, on payments to be made pursuant to this Agreement (the "Withholding Tax"), our Company shall be entitled to deduct such Withholding Tax from the payments due to you. Additionally, you agree to provide our Company with reasonable assistance in the event of a government audit relative to the payment of taxes accruing under this Agreement.

9.3 You agree that if a Customer expands its relationship by exercising beyond an independent relationship by attempting to exercise control over your management consulting business or your means of providing Deliverables and Services, you will immediately provide notice to the Customer and the Company so that it can be addressed as applicable.

10. LIMITATION OF LIABILITY

10.1 IN NO EVENT WILL OUR COMPANY, THE CUSTOMER OR THEIR AFFILIATES BE LIABLE ON ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT OUR COMPANY HAS PAID UNDER THE JOB ASSIGNMENT WHICH GAVE RISE TO THE CAUSE OF ACTION AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

10.2 IN NO EVENT WILL OUR COMPANY, THE CUSTOMER OR THEIR AFFILIATES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOOD WILL EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY

11. NON-INFRINGEMENT

You will not perform any work which would utilize technology that infringes our intellectual property, or would involve an inevitable disclosure of Company or Customer's trade secrets. You must provide our Company and Customer with reasonable access to information to ensure your compliance with this Section. Any such inspection will be performed by a third- party consultant selected by our Company and at our Company's sole expense (unless such inspection reveals that you violated this Agreement).

12. CUSTOMER AGREEMENTS

In connection with Job Assignments, Customer's may modify this Agreement with contracts that require your acceptance prior to performing the Services. The contracts may include Proprietary Information Agreements (assigning intellectual property to the Customer similarly to that in this Agreement), codes of conduct, data protection agreements, and other policies (the "Customer Agreements"). You must review any and all Customer Agreements provided to you. If you do not agree to any such Customer Agreements you must notify the Customer. If your refusal makes you ineligible for a Job Assignment (as solely determined by Customer), your Job Assignment will be cancelled and

you will be free to apply for another Job Assignment. CUSTOMER AGREEMENTS ARE BINDING ON YOU AND YOU MUST READ THEM CAREFULLY AND COMPLY WITH THEM. CROSSOVER IS NOT A PARTY TO CUSTOMER AGREEMENTS AND HAS NO RIGHTS OR OBLIGATIONS TO YOU OR THE CUSTOMER UNDER ANY SUCH CUSTOMER AGREEMENTS.

13. GENERAL TERMS AND CONDITIONS

13.1 This Agreement and all documents referenced in this Agreement constitute the complete and exclusive statement of the terms and conditions with respect to the Services and supersede any prior discussions, writings, agreements, and negotiations with respect to the subject matter.

13.2 This Agreement and any of your obligations may not be assigned, subcontracted, delegated or otherwise transferred by you without our prior written consent. Any attempt to assign, subcontract, delegate, or transfer by you in violation of this Section will be null and void.

13.3 The provisions of this Agreement that by their nature continue after termination, will survive termination of this Agreement (including, but not limited to Sections 4, 5, 8, 9, 10, 12, and 13).

13.4 Headings are for reference purposes only, have no substantive effect.

13.5 No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy.

13.6 If any portion of this Agreement is determined to be or becomes unenforceable or illegal, such portion will be reformed to the minimum extent necessary in order for this Agreement to remain in effect in accordance with its terms as modified by such reformation.

13.7 For a notice under this Agreement to be valid, it must be delivered in writing (includes electronic communications). All notices will be deemed effective upon delivery to the party addressed. We may send you notices to (a) your physical address specified on the first page or (b) your e-mail address. Unless otherwise specified, all notices to our Company shall be sent via e-mail to the e-mail address indicated in the Job Assignment.

13.8 In no event will either party be liable to the other for any delay or failure to perform due to causes beyond the control and without the fault or negligence of the party claiming excusable delay, but only to the extent that such delay could not have been avoided by taking reasonable precautionary measures. Such causes include, but are not limited to, acts of God, floods, fire, acts of terrorism, and war.

13.9 This Agreement is governed by the laws of the State of Texas, USA without regard to the conflicts of law provisions of any jurisdiction.

13.10 Any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non- contractual claims, will be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation will be Austin, Texas. The language to be used in the mediation will be English. If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within sixty (60) days of the commencement of the mediation, it shall, upon the filing of a request for arbitration by either party, be referred to and finally determined by arbitration in accordance with the WIPO Arbitration Rules. Alternatively, if, before the expiration of the sixty (60) days, either party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a request for arbitration by the other party, be referred to and finally determined by

arbitration in accordance with the WIPO Arbitration Rules. The place of arbitration will be Austin, Texas. The language to be used in the arbitral proceedings will be English. The parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief as necessary, without breach of this Section and without abridgment of the powers of the arbitrator. You agree and acknowledge that no dispute resolution or litigation shall be pursued by you for any breach of this Agreement until and unless our Company has received notice, and had an opportunity to cure any alleged breach

Last updated: April 29, 2019.

<https://app.crossover.com/x/info/terms>